

SEWARD & KISSEL LLP

ONE BATTERY PARK PLAZA
NEW YORK, NEW YORK 10004

WRITER'S DIRECT DIAL

TELEPHONE: (212) 574-1200
FACSIMILE: (212) 480-8421
WWW.SEWKIS.COM

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 8/15/08
1200 O STREET, NW
WASHINGTON, D.C. 20005
TELEPHONE: (202) 737-8833
FACSIMILE: (202) 737-5184

MEMO ENDORSED

August 11, 2008

VIA HAND DELIVERY

Hon. William H. Pauley, III
 United States District Judge
 Daniel Patrick Moynihan United States Courthouse
 500 Pearl Street, Room 2210
 New York, New York, 10007-1581

Re: Intermare Transport GmbH v. Namirei-Showa Company Limited, Nakanishi Kikai, and SN Navigation Panama a/k/a SN Navigation S.A. of Panama
Docket No. 08 CV 3181 (WHP)

Dear Judge Pauley:

This office represents the Defendant Nakanishi Kikai Kogyosho Co., Ltd. ("Nakanishi") in the subject action. Plaintiff Intermare Transport GmbH ("Intermare") is represented by Lennon, Murphy & Lennon LLC. Please note that Defendants Namirei-Showa Company Limited ("Namirei") and SN Navigation S.A. ("SN Navigation") have not appeared in the action.

This is an admiralty action brought by Intermare pursuant to Supplemental Admiralty Rule B of the Federal Rules of Civil Procedure. Intermare filed its Verified Complaint seeking \$35,455,068.00 in damages (the "Complaint") on March 31, 2008. In the Complaint, Intermare asserted claims relating to alleged breaches of two charter parties (the "Charter Parties"). As alleged in the Complaint, Nakanishi, Namirei-Showa Co., Ltd. ("Namirei") and/or SN Navigation, as guaranteed nominee of Namirei and/or Nakanishi, were the owners of the vessels TBN 1 and TBN 2 (together with TBN 1, the "Vessels"). Plaintiff further alleges inter alia that Nakanishi, as owner, entered into the Charter Parties with Intermare, as charterer, for use of the Vessels and that Nakanishi subsequently refused to perform and repudiated the Charter Parties. This Court issued an order of attachment (the "Attachment Order") on April 4, 2008. Intermare subsequently served the Attachment Order.

Property belonging to Nakanishi in the amount of \$3,600.00 was attached, and potentially, substantially more of Nakanishi's funds are still at risk of attachment. On June 11, 2008, Nakanishi filed its verified answer.

August 11, 2008

Page 2

We write to request a pre-motion conference in connection with a motion by Nakanishi to vacate the Attachment Order as it pertains to Nakanishi pursuant to Supplemental Admiralty Rule E(4)(f) and to dismiss the complaint pursuant to Rule 12(b)(6).

It is Nakanishi's contention that Intermare cannot meet the legal requirements to sustain the Attachment Order. Specifically, Nakanishi will show that the Complaint on its face does not properly allege that Nakanishi was ever a contracting party to either of the Charter Parties at the heart of this dispute. To the contrary, Nakanishi will demonstrate that the Complaint clearly indicates that Intermare knew that it was entering into charter party agreements with defendants Namirei and SN Navigation only, and not Nakanishi.

We thank the Court in advance of its consideration of this request.

Respectfully yours,



Bruce G. Paulsen

VIA FACSIMILE

Anne C. LeVasseur
 Patrick F Lennon
 LENNON, MURPHY & LENNON LLC
 The GrayBar Building
 420 Lexington Ave., Suite 300
 New York, NY 10170
 Fax: 212-490-6070

SK 25666 0001 909378

Application granted.
 SO ORDERED:

William H. Pauley
 WILLIAM H. PAULEY III U.S.D.J.

8/14/08

*The pre-motion conference shall take place on
 August 22, 2008 at 11:00 a.m.*